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11 Attorneys for Plaintiff,  
12 Lia Miljour

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15 IN THE UNITED STATES DISTRICT COURT  
16 FOR THE DISTRICT OF ARIZONA

17

18 Lia Miljour,

Case No.:

19 Plaintiff,

20 vs.

**COMPLAINT**

21  
22 Grant & Weber Arizona, Inc.; and DOES  
23 1-10, inclusive,

24 Defendants.

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For this Complaint, the Plaintiff, Lia Miljour, by undersigned counsel, states as follows:

## **JURISDICTION**

1. This action arises out of Defendants' repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), and the invasions of Plaintiff's personal privacy by the Defendants and its agents in their illegal efforts to collect a consumer debt.
  2. Original and supplemental jurisdiction exists pursuant to 28 U.S.C. §§ 1331, 1337.
  3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b), in that Defendants transact business here and a substantial portion of the acts giving rise to this action occurred here.

## PARTIES

- 19 4. The Plaintiff, Lia Miljour (hereafter “Plaintiff”), is an adult individual residing  
20 in Tempe, Arizona, and is a “consumer” as the term is defined by 15 U.S.C. §  
21 1692a(3).  
22  
23 5. The Defendant, Grant & Weber Arizona, Inc. (hereafter “Grant”), is an Arizona  
24 business entity with an address of 14795 North 78th Way, Suite #800, Scottsdale,  
25 Arizona 85260, operating as a collection agency, and is a “debt collector” as the term  
26 is defined by 15 U.S.C. § 1692a(6).  
27

6. Does 1-10 (the “Collectors”) are individual collectors employed by Grant and whose identities are currently unknown to the Plaintiff. One or more of the Collectors may be joined as parties once their identities are disclosed through discovery.

7. Grant at all times acted by and through one or more of the Collectors.

## **ALLEGATIONS APPLICABLE TO ALL COUNTS**

### A. The Debt

8. The Plaintiff incurred a financial obligation (the “Debt”) to an original creditor (the “Creditor”).

9. The Debt arose from services provided by the Creditor which were primarily for family, personal or household purposes and which meets the definition of a “debt” under 15 U.S.C. § 1692a(5).

10. The Debt was purchased, assigned or transferred to Grant for collection, or  
Grant was employed by the Creditor to collect the Debt.

11. The Defendants attempted to collect the Debt and, as such, engaged in “communications” as defined in 15 U.S.C. § 1692a(2).

### **B. Grant Engages in Harassment and Abusive Tactics**

12. Grant sent a collection letter (“Grant’s Letter”) to Plaintiff on January 15, 2010.

1       13. Grant's Letter states, "Your seriously delinquent account, quoted above, has  
2       been referred to Grant & Weber Arizona, Inc., for collection. You may avoid further  
3       collection activity by forwarding the amount you owe to this office."

5       14. Grant's Letter further states, "Unless you notify this office within 30 days after  
6       receiving this notice that you dispute the validity of this debt or any portion thereof,  
7       this office will assume this debt is valid. If you notify this office in writing within 30  
8       days from receiving this notice that you dispute the validity of this debt or any portion  
9       thereof, this office will obtain verification of the debt or obtain a copy of a judgment  
10      and mail you a copy of such judgment or verification."

13      15. In response to Grant's Letter, Plaintiff sent a letter ("Plaintiff's Letter") to Grant  
14      on January 26, 2011 via certified mail. Grant signed for and received Plaintiff's Letter  
15      by January 29, 2011.

17      16. Plaintiff's Letter states, "This letter is to respond to a letter I received from you  
18      dated January 15, 2010 about a collection account due for \$633.43 to Chandler  
19      Regional Hospital that you are trying to collect a debt upon. I am informing you that I  
20      DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF. I do not  
21      see this debt as valid. I already once disputed this item with the hospital. Sincerely,  
22        
23      Lia Miljour."

25      17. Grant has never provided Plaintiff with verification of the Debt as it stated it  
26      would in its January 15, 2010 Letter.  
27

1 18. However, Grant reported the Debt to the three major Credit Reporting Agencies  
2 in April, 2010, despite never responding to Plaintiff's Letter disputing the validity of  
3 the Debt.  
4

5 19. Plaintiff recently applied for a credit card and was denied due to the Debt  
6 pulling up on her Credit Report. Had Grant not reported the unverified Debt, Plaintiff  
7 would have had a satisfactory Credit Rating.  
8

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10 **C. Plaintiff Suffered Actual Damages**

11 20. The Plaintiff has suffered and continues to suffer actual damages as a result of  
12 the Defendants' unlawful conduct.  
13

14 21. As a direct consequence of the Defendants' acts, practices and conduct, the  
15 Plaintiff suffered and continues to suffer from humiliation, anger, anxiety, emotional  
16 distress, fear, frustration and embarrassment.  
17

18  
19 **COUNT I**

20 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

21 **15 U.S.C. § 1692, et seq.**

22 22. The Plaintiff incorporates by reference all of the above paragraphs of this  
23 Complaint as though fully stated herein.  
24

25 23. The Defendants employed false and deceptive means to collect a debt, in  
26 violation of 15 U.S.C. § 1692e(10).  
27

1 24. The Defendants continued collection efforts even though the debt had not been  
2 validated, in violation of 15 U.S.C. § 1692g(b).  
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4 25. The foregoing acts and omissions of the Defendants constitute numerous and  
5 multiple violations of the FDCPA, including every one of the above-cited provisions.  
6

7 26. The Plaintiff is entitled to damages as a result of the Defendants' violations.  
8

**PRAYER FOR RELIEF**

9 WHEREFORE, the Plaintiff prays that judgment be entered against the  
10 Defendants:

12 A. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1) against the  
13 Defendants;

15 B. Statutory damages of \$1,000.00 pursuant to 15 U.S.C.  
16 §1692k(a)(2)(A) against the Defendants;

18 C. Costs of litigation and reasonable attorney's fees pursuant to  
19 15 U.S.C. § 1692k(a)(3) against the Defendants;

21 D. Actual damages from the Defendants for the all damages including  
22 emotional distress suffered as a result of the intentional, reckless, and/or  
23 negligent FDCPA violations in an amount to be determined at trial for  
24 the Plaintiff; and

26 E. Such other and further relief as may be just and proper.

1 **TRIAL BY JURY DEMANDED ON ALL COUNTS**

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DATED: June 27, 2011 LEMBERG & ASSOCIATES, LLC

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8 By: /s/ Kindra Deneau  
9 Kindra Deneau

10 Attorney for Plaintiff  
11 Lia Miljour

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